



PUBLIC WORKS CONTRACT

Project Name:

Project Number:

Camano Administration Building

1777

THIS CONTRACT is made and entered into by and between Island County (Owner), and **Faber Construction Corporation**, a **Corporation** / Partnership / Sole Proprietor, (Contractor). Contractor and Owner may hereinafter be referred to as "Parties." This Contract shall be effective on the last date set forth on the signature page. This Contract shall be the agreed basis of performing the Work identified and defined in the Contract Documents.

FIRST: The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, facilities, etc. necessary to perform and complete in a workmanship like manner the Work called for in the Contract Documents for the Project noted above, according to the terms of this Contract and the Contract Documents, which documents are incorporated herein by reference, as if set forth herein in full.

The Contract Documents include the Advertisement for Bids, Instructions for Bidders, completed Bid Form, Payment and Performance Bonds, General Conditions for Washington State Facility Construction, Modifications to the General Conditions, Supplemental Conditions to the General Conditions, other Special Forms, this Public Works Contract, and the following Drawings, Specifications, and Addenda:

Drawings dated: **02-27-19**

Specifications dated: **03-07-19**

Addendum No. 1 Dated: **03-15-19**

Addendum No. 2 Dated: **03-29-19**

Addendum No. 3 Dated: **04-08-19**

SECOND: Time for Completion: The Work to be performed under this Contract shall commence as soon as the Contractor has been officially notified to proceed and shall be substantially complete within 305 calendar days of the Notice to Proceed.

The Contractor further agrees that, from the compensation otherwise to be paid, the Owner may retain the sum of **\$750.00** for each calendar day thereafter that the Work remains uncompleted, which sum is agreed upon as the liquidated damages, and the Parties agree this sum is not to be construed as in any sense a penalty.

THIRD: Owner hereby agrees to pay the Contractor the Contract Award Amount indicated below, including State Sales Tax, as consideration for the agreements set forth above, including but not limited to, Contractor's completion of all Work, in strict accord with the Contract Documents, as follows:



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Base Bid	\$5,077,000.00
<u>8.7% WSST</u>	<u>\$441,699.00</u>
TOTAL	\$5,518,699.00

CONTRACT AWARD AMOUNT= \$5,518,699.00

This Contract shall be construed and governed by the laws and statutes of the State of Washington.

IN WITNESS WHEREOF: The Parties hereto have executed this Contract by having their authorized representatives affix their signatures below.

OWNER:
BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

CONTRACTOR:
FABER CONSTRUCTION
CORPORATION



Jill Johnson, Chair

By: 



Janet St. Clair, Member

Signature



Helen Price Johnson, Member

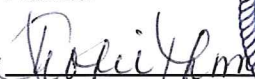
Name: Ben Faber

Title: Vice President

Date: May 28, 2019

Date: 5-3-19

Attest:



Debbie Thompson
Clerk of the Board



FABERCC887B8
Washington State Contractor's No.